

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA,
LAKE-SUMTER EMERGENCY MEDICAL SERVICES, INC.
AND
CITY OF LEESBURG, FLORIDA,
PERTAINING TO
ADVANCED LIFE SUPPORT SERVICES**

THIS INTERLOCAL AGREEMENT PERTAINING TO ADVANCED LIFE SUPPORT SERVICES (the "Agreement") is made and entered into on the _____ day of _____, 2010, between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), **LAKE-SUMTER EMERGENCY MEDICAL SERVICES, INC.**, a non-profit governmental corporation ("Lake-Sumter"), and **CITY OF LEESBURG, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, on June 27, 2000, pursuant to Florida Statutes §125.01(1)(q), the County adopted an ordinance establishing the Lake County Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services, which MSTU included the following cities and towns upon the appropriate municipal ordinances approving inclusion therein: the Towns of Montverde, Lady Lake, Howey-in-the-Hills, and Astatula, and the Cities of Clermont, Minneola, Groveland, Mascotte, Tavares, Eustis, Mount Dora, Umatilla, Leesburg, and Fruitland Park; and

WHEREAS, subsequent to the creation of the MSTU and pursuant to Florida Statutes §163.01, Lake and Sumter counties created Lake-Sumter, a not-for-profit governmental corporation, which is funded by the taxes levied through the MSTU; and

WHEREAS, the City is a municipal corporation which operates a fire department and desires to provide first response advanced life support (ALS) services on a regular basis to City residents, and on a mutual aid basis to County residents; and

WHEREAS, in order to provide such services, the City needs a licensed physician to provide medical director services to the City; and

WHEREAS, Lake-Sumter has a licensed physician on staff who serves as medical director to Lake-Sumter and whose job description provides that such services shall be provided

to cities, counties and not-for-profit corporations that have entered into interlocal agreements with Lake-Sumter; and

WHEREAS, the City desires to have its non-transport vehicles licensed and operated under Lake-Sumter's Certificate of Public Convenience and Necessity and other state licenses; and

WHEREAS, this Agreement improves efficiency and saves MSTU Fund dollars, due to Lake-Sumter's reduced need for ambulances and other costly equipment in the field; and

WHEREAS, because of the savings to the MSTU Fund and increase in efficiency, the parties agree to compensate the City for provision of ALS services; and

WHEREAS, the parties have determined it is in the best interests of the citizens of the respective service areas to enter into this Agreement for provision of ALS services.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein.

Section 2. City Responsibilities.

A. The City shall provide first response advanced life support services on a regular basis to the residents of the City and on a mutual aid basis to the residents of the County, provided that adequate resources are available. The City agrees not to provide transport services.

B. The City shall ensure that at least one (1) certified paramedic is on duty within the City twenty-four (24) hours per day, seven (7) days per week, and may require other paramedics or certified Emergency Medical Technicians (EMTs) to be on duty if the City, in its sole discretion, determines such additional personnel are necessary to provide the services required under this Agreement.

C. The City shall ensure that all paramedics and EMTs employed by the City operate under the medical protocols mandated by the Lake-Sumter medical director and under the medical direction employed by Lake-Sumter.

D. The City shall ensure that all paramedics and EMTs employed by the City, as well as other City personnel directly involved in providing ALS services pursuant to this Agreement, abide by all relevant terms and conditions of the Lake-Sumter medical director's job description,

a copy of which shall be made available upon request of any party. It is expressly understood that the Medical Director is not an employee of the City, and the City shall not be obligated to provide indemnification, legal defense, or any form of compensation to either the Medical Director or Lake-Sumter.

E. The City shall ensure that all paramedics and EMTs employed by the City, as well as other City personnel directly involved in the provision of ALS services pursuant to this Agreement, shall comply with state and federal law in the provision of such services.

F. The City shall allow Lake-Sumter paramedics, EMTs, and other Lake-Sumter personnel providing ALS services to attend training sessions which are provided by the City for its own employees at no cost to Lake-Sumter or its employees and personnel. Such training may include re-certification classes, state required continuing education classes and any other ongoing training provided by the City.

G. The City shall assist in developing medical protocols and quality assurance programs for the provision of ALS services.

H. The City shall purchase equipment, which in its sole discretion, is necessary for City personnel to provide ALS services pursuant to this Agreement.

I. The City shall purchase any initial disposable supplies needed for City personnel to provide ALS services pursuant to this Agreement.

J. Notwithstanding anything to the contrary herein, although City shall exert its best efforts to meet the staffing requirements of this Agreement, in limited instances as dictated by personnel or budgetary considerations, City shall not be obligated to have all of its units staffed on a 24/7 basis or to have all units staffed by certified paramedics or Emergency Medical Technicians as stated in subsection 2(B) above, so long as City meets those requirements at substantially all times during the life of this Agreement.

Section 3. Lake-Sumter Responsibilities.

A. Lake-Sumter shall authorize its Medical Director to provide services to the City and shall allow the City to operate its non-transport ALS vehicles under Lake-Sumter's Certificate of Public Convenience and Necessity, and other state and federal licenses.

B. Lake-Sumter shall establish protocols with the City and provide medical direction for the provision of ALS services.

C. Lake-Sumter shall allow City paramedics, EMTs and other City personnel directly involved in the provision of ALS services pursuant to this Agreement to attend training sessions which are provided by Lake-Sumter for its own employees at no cost to City or its employees. Such training may include recertification classes, state required continuing education classes and any other ongoing training provided by Lake-Sumter.

D. Lake-Sumter shall replace any disposable supplies used by the City in providing ALS services pursuant to this Agreement and exchange other equipment on an as-needed basis at no cost to the City after the City has purchased the initial disposable supplies.

E. Lake-Sumter shall provide, at no cost to the City, any drugs required by City personnel to provide ALS services pursuant to this Agreement.

F. If equipment is available, Lake-Sumter shall provide equipment on loan to the City when City-owned equipment requires repair or at such other times as Lake-Sumter and City personnel agree.

G. Lake-Sumter shall be responsible for complying with all applicable provisions of Chapter 401, Florida Statutes, and Chapter 64J, Florida Administrative Code.

Section 4. Compensation.

A. In exchange for the City's provision of ALS services, the County shall pay to the City, in monthly installments in advance, the dollar amount that would be raised by a one-tenth mil (0.1 mil) ad valorem tax levy on property located in the City. The payment shall be derived by using the final assessment roll as approved by the Department of Revenue, and then dividing by twelve (12) to compute the amount of the monthly installments. If the final assessment roll has not been approved by the Department of Revenue on the first day of October, then the monthly payment shall be calculated by using the July 1st preliminary assessment roll as approved by the Department of Revenue. Payments shall be adjusted retroactively to the October payment after the Department of Revenue approves the final assessment roll.

B. The funding allocated to the City will be utilized for and limited to emergency medical and advanced life support services and activities.

Section 5. Effective Date, Term and Termination.

A. After execution of this Agreement by all parties, the retroactive, effective date of this Agreement shall be October 1, 2010. The initial term of this Agreement shall be a period of one (1) year, and shall thereafter automatically renew for subsequent one (1) year periods unless

any party notifies the other parties in writing by certified mail of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Agreement term. If such written notification is given, this Agreement shall expire at the end of the then-current term.

B. Any party may terminate this Agreement at any time without cause upon sixty (60) days notice to the other parties in writing by certified mail of its intent to terminate. If such written notification is given, this Agreement shall expire upon the proposed date of termination.

C. Any party may terminate this Agreement with cause under the following circumstances:

1. If any party fails to comply with any of the terms and provisions of this Agreement, the complying party(ies) shall notify the non-complying party in writing by certified mail specifying the non-compliance and indicating all necessary steps to regain compliance;
2. The non-complying party shall have five (5) days from receipt of the notice of non-compliance to cure the non-compliance; and
3. If the non-complying party fails to cure the non-compliance within five (5) days from receipt of the notice of non-compliance, the complying party(ies) may immediately terminate this Agreement.

Section 6. Notices. All required notices pursuant to this Agreement shall be provided to:

A. For City:
City Manager
501 West Meadow Street
Leesburg, Florida 34749

B. For County:
County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
Lake County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

C. For Lake-Sumter:

Welton G. Cadwell, Chairman
c/o Lake County Board of County Commissioners
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

Jim Judge, Executive Director
Lake-Sumter Emergency Medical Services, Inc.
2671 West Old Highway 441
Mount Dora, Florida 32757

Section 7. Modification. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith.

Section 8. Incorporation. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this agreement that are not contained in this document.

Section 9. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement repeals and replaces any prior representations, statements, or agreements concerning the subject of this Agreement.

Section 10. Limitations. The parties to this Agreement do not intend to, and this Agreement shall not be construed to, create any rights on the part of, or duties owed by the parties hereto in favor of, any third party beneficiaries or any other person or entity other than the actual parties to this Agreement. Furthermore, this Agreement is not intended to, and shall not be construed to, establish a standard of care or a level of duty on the part of any party hereto in favor of any person or entity not a party to this Agreement, and it is the specific intent of the parties hereto that this Agreement shall not be admissible by any participant in any legal or administrative proceeding, other than the actual parties hereto, for the purpose of establishing

any liability on the part of, or claim against, any party to this Agreement based on the failure of a party to adhere to the terms of this Agreement. This Agreement may be enforced only by its parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2010; Lake-Sumter through its Board of Directors, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2010; and City through its Mayor, authorized to execute same by City Commission action on the ____ day of _____, 2010.

COUNTY

LAKE COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida

Welton G. Cadwell, Chairman

This ____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

LAKE-SUMTER

ATTEST:

LAKE-SUMTER EMERGENCY MEDICAL
SERVICES, INC.

James A. Judge, III, Executive Director
Lake-Sumter Emergency Medical
Services, Inc.

Welton G. Cadwell, Chair

This ____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

CITY

ATTEST:

CITY OF LEESBURG, FLORIDA

City Clerk

Mayor

This ____ day of _____, 2010.

Approved as to form and legality:

City Attorney